

BID SOLICITATION NOTICE

TO RECEIVE A BID PACKAGE, BIDDERS MAY EITHER DOWNLOAD THE REQUEST FOR BIDS ("RFB") FROM THE AUTHORITY'S WEBSITE AT <http://www.state.nj.us/turnpike/purchasing.html> OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW. FOR RECORD KEEPING PURPOSES, THE AUTHORITY REQUESTS THAT THE BIDDER COMPLETE THIS FORM AND RETURN IT TO THE PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT, EVEN WHEN A BIDDER IS DOWNLOADING THE RFB. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS.

THE NEW JERSEY TURNPIKE AUTHORITY PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

New Jersey Turnpike Administrative Offices
P.O. Box 5042, 581 Main Street
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300 Ext. 8640 Fax - 732-750-5399

TITLE: **INTERNATIONAL OEM TRUCK PARTS WITH
DIAGNOSTIC SERVICE & REPAIR**

BID NO: **R-122351**

DUE DATE: **March 8, 2016**

TIME: **11:30 AM**

SUBMIT BIDS BEFORE THE DUE DATE AND TIME STATED ABOVE TO THE ABOVE ADDRESS

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO

FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO

FAX NO

☐

WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE

**THE NEW JERSEY TURNPIKE AUTHORITY
PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT**

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(TO BE COMPLETED BY THE BIDDER)**

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REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO

FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO

FAX NO

☐ BUSINESS CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

☐ OTHER (SPECIFY) _____

SECTION I

A. INTRODUCTION

The New Jersey Turnpike Authority (the “Authority”) was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act (as amended and supplemented, “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike Revenue Bonds or Notes, subject to the approval of the Governor, payable from tolls and other revenues of the Authority. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the “Highway Authority”), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, the Authority assumed all powers, rights, obligations and duties of the Highway Authority. The Authority currently operates both the Garden State Parkway (“GSP”) and the New Jersey Turnpike (“Turnpike”) (both roads are collectively referred to herein as the “Roadways”).

The Authority is governed by an eight member Board of Commissioners (“Board”). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over \$35,000, except in cases where it has delegated authority to the Executive Director.

This bid solicitation is being conducted pursuant to the Authority’s enabling statute as found in N.J.S.A. 27.23-6.1 and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority with regard to public bid procurement.

B. BIDDER GUIDELINES/CHECKLIST

BIDS THAT FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

1. The Request for Bids ("RFB"), including specifications and related bid documents ("Bids") must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.
2. The entity submitting a Bid ("Bidder") must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. The Bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:
6. If checked this RFB requires the following mandatory document(s) or the Bid **will** be rejected:
 - (a) **Bid Bond or Cashier's Check for \$60,000.00** (10% of the estimated contract value) or a Letter of Surety ☒
 - (b) Stockholder/Partnership Disclosure Statement ☒
7. See the Authority's Instruction to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**ATTACHED**).

The following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.

- (a) State of New Jersey Division of Revenue Business Registration Certificate ☒
 - (b) Certification of Registration with the Secretary of State (only if non-NJ corporation) ☒
 - (c) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC) ☒
 - (d) Public Works Contractor Registration Certificate(s) (if applicable) ☐
 - (e) Affirmative Action Information Sheet with Certificate or Form AA302 ☒
 - (f) Signed Mandatory Equal Employment Opportunity Language ☒
 - (g) SBE/WBE/MBE Certificates and Form ☒
 - (h) Vendor Disclosure Form (EO129-Location of Services) ☒
 - (i) Notice of Set-Off for State Tax (P.L. 1999, c 159) ☒
 - (j) Automobile Insurance Liability Waiver ☐
 - (k) Insurance Certificate ☒
 - (l) Disclosure of Investment in Iran ☒
8. Bidder must sign Bid ☒
9. Contract Bond (10% of Contract Value, if awarded) ☒

SECTION II

A. INTENTION

1. Sealed Bids for **R-122351** must be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main Street, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this “RFB” at which time and place said Bid will be opened and read in public.
2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time.**
3. It is the intention of the Authority to issue a purchase order or notice of award for a price agreement for the procurement of **INTERNATIONAL OEM TRUCK PARTS WITH DIAGNOSTIC SERVICE & REPAIR.**
4. The term of the contract shall be for “one year with the option to extend for two additional one-year terms at the Authority’s discretion and the vendor’s concurrence”.
5. Items purchased under this contract will be delivered as directed by the Authority.
6. Please contact Richard Bava with any questions regarding this procurement / contract at 732-750-5300 x-8636, or rbava@turnpike.state.nj.us.

B. BID SHEET INSTRUCTIONS

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this RFB (collectively, “Bid Documents”).
2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department (“PMM”) in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. If necessary, an interpretation or correction to the specifications shall be issued by the Director of PMM in response to inquiries and/or addendum shall be faxed to Bidders who have obtained the Bid Documents. Upon the issuing of an addendum, the addendum shall become part of the bid documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date.**
3. Written requests can be submitted by FAX at 732-750-5399.
4. The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an

ambiguity or inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the Authority's interpretation of such ambiguity or inconsistency.

5. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasure's, alterations, or items not called for in this "RFB" or irregularities of any kind, may be rejected by the Authority, in its sole discretion.

The Bidder shall not attach conditions, limitations or provisos to their Bid, except in cases where "exceptions" are permitted.

6. **The Authority will accept Approved Equivalent items on this Bid.** If a Bidder is basing the proposal on items other than what is specified, and wishes the items proposed to be considered as an "Approved Equivalent", the Bidder shall enter a price on the Bid sheet then submit on the Exception Sheet in the exact format of the line item on the RFB contained herein, the item number, an item description including manufacturers name, model number, informational brochure(s), and packaging quantities of those items that the Bidder proposes to substitute.

C. BASIS OF AWARD

There are a total 3 areas. Bidders can submit a bid for one or more of the areas listed. It is therefore possible to have one, two or three awards resulting from this solicitation. The award will be made to the responsive and responsible bidder submitting the HIGHEST PERCENTAGE DISCOUNT for each area.

Bidders who do not bid every area, must initial the box entitled "No Bid for This Area" as set forth on the "Bid Sheets". Bidder, who fails to insert a percentage discount or initial the "No Bid for This Area" box for a particular area, will be considered "No Bid" for That Area.

Bidders must quote only one percentage discount rate per area. If a bidder quotes multiple discounts per area, the bid may be rejected.

BIDDERS MUST SUBMIT THE MANUFACTURERS (INTERNATIONAL) SUGGESTED LIST PRICE CATALOG OR A COMPUTER DISC. In addition the bidder must notify the Authority at least 30 days prior to the publication of the new catalog pricing. THE CATALOG OR DISK MUST BE SUPPLIED TO THE AUTHORITY WITHIN FIVE (5) AFTER THE NOTICE OF AWARD. This price list will be used for basing the cost discount for parts purchased by the Authority during the term of the contract. In extension years (if applicable) it is the responsibility of the vendor to supply catalog or disk as stated above.

The Authority will purchase items or services of any given item as needed, at the sole discretion of the Authority. All items are to be bid FOB Destination. All shipping, handling, and other costs should be considered in the bid price.

BIDDERS MUST BE ABLE TO PERFORM AND PROVIDE PARTS, **DIAGNOSTIC SERVICE** AND REPAIRS ON ALL THE AUTHORITY'S INTERNATIONAL FLEET.

THE AREAS SHOWN ARE FOR BOTH ROADWAYS AND THE APPROXIMATE VALUE IS LISTED PER AREA. THE AUTHORITY IS NOT GUARANTYING ANY VALUE LISTED PER AREA, AND WILL PURCHASE ITEMS AS NEEDED.

ALL BIDDERS MUST BE WITHIN 100 MILES OF THE AREA. IF THE BIDDER IS OUTSIDE 100 MILES, THEIR BID MAY BE REJECTED.

ALL DELIVERIES AND DIAGNOSTIC TESTING MUST BE MADE WITHIN 48 HOURS OF RECEIPT OF PURCHASE ORDER.

NEW JERSEY TURNPIKE AUTHORITY

AUTHORIZED SIGNATURE

BID SHEET

AREA "A" IS VALUED AT APPROXIMATELY \$125,000.00

**NORTHERN DIVISION OF THE TURNPIKE-LOCATED IN NEWARK, NJ AT
MILEPOST 104.7 SOUTH ON THE TURNPIKE.**

PERCENTAGE DISCOUNT

PLEASE QUOTE A DISCOUNT OFF ANY AND ALL OEM MANUFACTURERS AND/OR REMANUFACTURED LIST PRICE FOR ALL PARTS. BIDDERS QUOTING THE HIGHEST DISCOUNT WILL BE RECOMMENDED FOR AWARD FOR ANY AND ALL ITEMS PURCHASED. IF BIDDING ZERO, PLEASE MARK AS SUCH.

_____ %

THE HIGHEST PERCENTAGE DISCOUNT WILL BE THE BASIS OF AWARD.

BIDDER MUST QUOTE AN HOURLY RATE FOR DIAGNOSTIC AND REPAIR FOR SERVICES. FAILURE TO QUOTE THIS SERVICE RATE MAY RESULT IN REJECTION OF THE BID. HOURLY RATE WILL NOT BE FACTORED IN THE BASIS OF AWARD.

HOURLY RATE \$ _____ (NOT TO EXCEED \$ 125.00 PER HOUR)

**THE MAJORITY OF THE WORK FOR THE HOURLY RATE WILL BE USED FOR
DIAGNOSTIC TESTING IF THE AUTHORITY CANNOT REPAIR THE TRUCK.**

☐ **NO BID FOR THIS AREA**

**BIDDERS ADDRESS OF SERVICE AREA WITHIN 100 MILES OF AREA
LISTED:**

Name of Company/Authorized Signature of Bidder

_____/_____

BID SHEET

AREA "B" IS VALUED AT APPROXIMATELY \$425,000.00

- 1) CENTRAL MAINTENANCE FACILITY OF THE TURNPIKE LOCATED IN HIGHTSTOWN, NJ AT MILEPOST 67.6 SOUTH ON THE TURNPIKE.
- 2) HOLMDEL MAINTENANCE YARD ON THE GARDEN STATE PARKWAY LOCATED IN HOLMDEL, NJ AT MILEPOST 116 SOUTHBOUND.
- 3) CENTRAL INVENTORY FACILITY LOCATED AT 950 ROUTE 9 NORTH, WOODBRIDGE, NJ 07095 (Opening approximately September, 2016).

PERCENTAGE DISCOUNT

PLEASE QUOTE A DISCOUNT OFF ANY AND ALL OEM MANUFACTURERS AND/OR REMANUFACTURED LIST PRICE FOR ALL PARTS. BIDDERS QUOTING THE HIGHEST DISCOUNT WILL BE RECOMMENDED FOR AWARD FOR ANY AND ALL ITEMS PURCHASED. IF BIDDING ZERO, PLEASE MARK AS SUCH.

_____ %

THE HIGHEST PERCENTAGE DISCOUNT WILL BE THE BASIS OF AWARD.

BIDDER MUST QUOTE AN HOURLY RATE FOR DIAGNOSTIC AND REPAIR FOR SERVICES. FAILURE TO QUOTE THIS SERVICE RATE MAY RESULT IN REJECTION OF THE BID. HOURLY RATE WILL NOT BE FACTORED IN THE BASIS OF AWARD.

HOURLY RATE \$ _____ (NOT TO EXCEED \$ 125.00 PER HOUR)

THE MAJORITY OF THE WORK FOR THE HOURLY RATE WILL BE USED FOR DIAGNOSTIC TESTING IF THE AUTHORITY CANNOT REPAIR THE TRUCK.

☐ **NO BID FOR THIS AREA**

BIDDERS ADDRESS OF SERVICE AREA WITHIN 100 MILES OF AREA LISTED:

Name of Company / Authorized Signature of Bidder

_____/_____

BID SHEET

AREA "C" IS VALUED AT APPROXIMATELY \$50,000.00

SOUTHERN DIVISION ON THE TURNPIKE - LOCATED IN MOUNT LAUREL, NJ AT MILEPOST 37.3 NORTH ON THE TURNPIKE.

PERCENTAGE DISCOUNT

PLEASE QUOTE A DISCOUNT OFF ANY AND ALL OEM MANUFACTURERS AND/OR REMANUFACTURED LIST PRICE FOR ALL PARTS. BIDDERS QUOTING THE HIGHEST DISCOUNT WILL BE RECOMMENDED FOR AWARD FOR ANY AND ALL ITEMS PURCHASED. IF BIDDING ZERO, PLEASE MARK AS SUCH.

_____ %

THE HIGHEST PERCENTAGE DISCOUNT WILL BE THE BASIS OF AWARD.

BIDDER MUST QUOTE AN HOURLY RATE FOR DIAGNOSTIC AND REPAIR FOR SERVICES. FAILURE TO QUOTE THIS SERVICE RATE MAY RESULT IN REJECTION OF THE BID. HOURLY RATE WILL NOT BE FACTORED IN THE BASIS OF AWARD.

HOURLY RATE \$ _____ (NOT TO EXCEED \$ 125.00 PER HOUR)

THE MAJORITY OF THE WORK FOR THE HOURLY RATE WILL BE USED FOR DIAGNOSTIC TESTING IF THE AUTHORITY CANNOT REPAIR THE TRUCK.

☐ **NO BID FOR THIS AREA**

BIDDERS ADDRESS OF SERVICE AREA WITHIN 100 MILES OF AREA LISTED:

Name of Company / Authorized Signature of Bidder

_____/_____

SIGNATURE PAGE

ADDENDA / INQUIRIES: COMPLETE (if applicable) BEFORE SUBMITTING BID:

Receipt of Addendum / Inquiries # _____ dated _____ is hereby acknowledged.

Receipt of Addendum / Inquiries # _____ dated _____ is hereby acknowledged.

☐

CHECK BOX IF NO ADDENDA/INQUIRY ISSUED

(All Addenda / Inquiries must be acknowledged as indicated above.)

BID IRREVOCABLE: This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this bid except in those instances where an unsuccessful bidder has filed a Protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a Protest, Bidders are required to hold their prices for an additional 90 days. All bidders will be notified in writing of the action taken by the Authority.

OFFER/CERTIFICATION: The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this bid with full authority so to do; and that all statements contained in this bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidding Entity: _____

Address: _____

City, State, Zip: _____

Telephone #: _____ Fax: _____

Date: # _____ Email: _____

NEW JERSEY TURNPIKE AUTHORITY

NO RESPONSE BID SURVEY

BID NUMBER: RM-122351

INTERNATIONAL OEM TRUCK PARTS WITH DIAGNOSTIC SERVICE & REPAIR

If you do not choose to respond to this Bid, please complete the form below:

Name of Company_____

Reason you did not respond (Check all that apply):

- _____ Cannot supply product or service
- _____ Cannot meet technical specifications
- _____ Cannot meet delivery specifications
- _____ Cannot meet legal requirements
(i.e. bid/performance/security/insurance, etc.)
- _____ Cannot provide a competitive price at this time
- _____ Interested in receiving specifications for informational purposes only.
- _____ Insufficient lead time to respond
- _____ Other :(please be specific)

Do you wish to remain on our mailing list?

_____Yes _____No

Additional comments: _____

Signed: (optional)_____

Company:_____

New Jersey Turnpike Authority

Draft Agreement

INTERNATIONAL OEM PARTS AND DIAGNOSTIC SERVICE REPAIRS

THIS AGREEMENT, dated and effective _____, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 581 Main Street, Woodbridge, New Jersey (the "Authority") and _____, a corporation of the State of _____ having principal offices located at _____ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services specified in this Agreement in strict conformance with the Invitation to Bid/Request for Bids and the Instruction to Bidders attached hereto and made a part hereof.

The term of this Agreement shall be for one year with the option to extend for two additional one-year terms at the Authority's discretion and the vendor's concurrence.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, if so directed by the Authority, and to indemnify and save harmless the Authority, its officers, employees and agents against and from all damages and liabilities, threatened, pending or completed actions, proceedings or suits of every kind and all costs incurred in the defense, settlement or satisfaction thereof (including attorney's fees and court costs), including damages and liabilities, actions, proceedings, suits, costs, claims and judgments of officers, employees or agents of the Contractor and of its subcontractors, and all damages, liabilities, actions, proceedings, suits costs, claims or judgments to which the Authority or any of its officers, employees, or agents may be subjected by reason of injury to the person or property of others resulting from the performance of the services, or the acts or omissions, whether negligent or not, of the Contractor, its officers, employees, or agents, servants, and subcontractors; or of the Authority, its officers, employees and agents, or of third persons, or through any improper or defective machinery, implements or appliances used in the services; and the Contractor shall further defend, if so directed by the Authority, indemnify and save harmless the Authority, its officers, employees and agents from all damages, liabilities, actions, proceedings, suits, costs, claims or judgment of any kind, which may be brought or instituted by any subcontractor, material man, or laborer who has performed work or furnished materials in or about the services or by, or on account of, any claims or amount recovered for any infringement or patent, trademark or copyright.

Any such money due to the Contractor under and by virtue of the Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until such suits, proceedings, actions, claims or amounts shall have been settled, and suitable evidence to that

effect furnished to the Authority. The obligations of this paragraph shall survive the expiration, termination, or rescission of this Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the services, payments for the actual quantity of authorized work performed, as provided in the Invitation to Bid/Request for Bids, at the prices for the services in the proposal.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Invitation to Bid/Request for Bids, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Ann Czajkowski
Secretary to the Authority

BY _____
Joseph W. Mrozek
Executive Director

[Corporate Seal]

ATTEST:

Company Name

Name / Title

BY _____
Name / Title

[Corporate Seal]

[illegible]

Delivery Date Exception _____
Warranty Date Exception _____
Vendor's Name _____
Signature of Vendor Responsible Officer _____
Date _____